

**TECHNICAL SERVICES AGREEMENT BETWEEN THE
MARIN EMERGENCY RADIO AUTHORITY (MERA)
AND THE COUNTY OF MARIN**

THIS AGREEMENT entered into by and between the County OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County" and the MARIN EMERGENCY RADIO AUTHORITY (MERA), hereinafter referred to as "MERA", and collectively referred to herein as "Parties", effective November 6, 2006; and

WHEREAS, the MERA is a 25 member Joint Powers Agency consisting of the City of Belvedere, Bolinas Fire Protection District, Town of Corte Madera, Town of Fairfax, Inverness Public Utility District, Kentfield Fire Protection District, City of Larkspur, County of Marin, Marin Community College District, Marinwood Community Services District, City of Mill Valley, Novato Fire Protection District, City of Novato, Town of Ross, Ross Valley Fire Department, Town of San Anselmo, City of San Rafael, City of Sausalito, Southern Marin Fire District, Town of Tiburon, Tiburon Fire Protection District, Twin Cities Police, Marin County Transit District, Marin Municipal Water District, Stinson Beach Fire District, organized under California law for the purpose of constructing and operating a Countywide emergency radio system (the "system"); and

WHEREAS, the County Department of Public Works has the capacity to provide the training of system users and the oversight of technical consultants essential to the success of the MERA program; and

WHEREAS, MERA desires to obtain the services of the County to provide this training and oversight;

NOW, THEREFORE, IT IS AGREED by and between County and MERA:

1. RECITAL

That the above recital of facts is true and correct and is hereby incorporated into this agreement.

2. TO BE PROVIDED BY COUNTY

A. County shall provide MERA with the training and system analysis/operations services described in Exhibit "A," incorporated herein by reference.

3. TO BE PROVIDED BY MERA

A. MERA shall provide County with any pertinent data and records in the possession of MERA related to the performance of the County's duties under this Agreement.

B. All required MERA staff for training as outlined in Exhibit "A." It is understood that MERA is unable to require any member agency staff to attend the training sessions, but MERA will facilitate such participation to the extent reasonably feasible.

4. AMENDMENT:

This Agreement may only be amended or modified by written agreement by the parties.

5. INDEMNIFICATION:

Each party agrees to indemnify, defend, and hold the other party harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees which it may incur as a consequence of this Agreement and from any and all claims and losses to anyone who may be injured or damaged by reason of either party's willful misconduct or negligent performance of this Agreement.

6. COMPLIANCE WITH APPLICABLE LAWS:

Each party shall comply with any and all federal and state laws.

7. FEES:

The fees for furnishing services under this Agreement are set in Exhibit "B," and incorporated herein by reference, and shall not exceed the amount therein specified in any one year, unless a higher amount is agreed to by both parties in writing. The amount of the fees may be amended by a written agreement between the parties.

8. PAYMENT:

The County will invoice MERA for fees as set forth in Exhibit "B" on a biannual basis (in December of each year for services delivered in the July-December period, and in June for services delivered in the January-June period). The payment of fees under this Agreement shall be due within thirty (30) calendar days of receipt of County's statement to MERA.

9. TERM OF AGREEMENT:

The term of this Agreement shall be for a period of three (3) years commencing on the date written above and expiring on June 30, 2009. Upon mutual written agreement between the parties, the Agreement may be renewed for successive one year periods. Either party may terminate this Agreement at any time by providing ninety (90) days written notice to the other party. County shall be compensated for all services performed during the term of the Agreement, including the notice period.

10. RELATIONSHIP WITH EXECUTIVE OFFICER:

This Agreement is between the County and MERA, acting through its Board of Directors. Staff of the County and the MERA Executive Officer will work together to assure the success of the system. It is understood the County is responsible for the quality and cost of services under this Agreement, and that the Executive Officer is not authorized to direct those services. The Executive Officer will provide oversight and deliver reports on the nature, quality and costs of the services provided by the County, as he/she deems appropriate to the MERA Board of Directors. The County staff will cooperate with the Executive Officer in the preparation of these reports, including but not limited to providing any information reasonably requested by the Executive Officer.

11. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

12. CONDITIONS

The term, covenants and conditions of this Agreement shall apply to and bind the successors or assigns of the parties hereto.

13. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party, shall be in writing and either served personally or sent by prepaid, first-class mail. Any such notice, demand, etc., shall be addressed to the other party at the address set forth herein below. Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

NERA: Executive Officer
371 Bel Marin Keys, Suite 100
Novato, CA 94949-6188

County: Public Works Director
Marin County Public Works Department
3501 Civic Center Drive, Room 304
San Rafael, CA 94903-5223

IN WITNESS whereof, the parties hereto have executed this Agreement the day and year first written above.

Attest:

County of Marin

Clerk

By _____
President, Board of Supervisors DATE

Approved as to Form

County Counsel

Attest

Marin Emergency Radio Authority

Clerk

By _____
Chair, Board of Directors

Approved as to Form

General Counsel

EXHIBIT "A"
SERVICES TO BE PROVIDED BY COUNTY

The County will provide the services described below to MERA

A. TRAINING:

The Director of Public Works or his designee will provide the training required for operation of MERA radios as outlined below to every member agency. Every member agency shall make their staff available for this training.

- Fire/EMS: 17 department and 508 field users
- Law Enforcement: 109 dispatchers and 769 field users
- Public Service: 734 field users

Positions	# to Train	Length of Class	Class Size
Supervisors/Managers	400	2 Hours	30
Dispatchers	120	4 Hours	10
Field Personnel	1,600	4 Hours	30

Total 2,120

B. SYSTEM ANALYSIS/OPERATIONS:

Evaluate and investigate technical issues regarding the entire system operation and provide ongoing recommendations to MERA as necessary to improve the efficiency, reliability, and administration of the system. It is anticipated that County staff will spend 12 hours per week on this task and retain expert contractors and consultants as necessary subject to the compensation limitations set forth in Exhibit B.

EXHIBIT "B"
COMPENSATION OR FEES TO BE PAID TO COUNTY

The total fees for services delivered under this Agreement are divided into "Not to exceed" amounts and a fixed amount, broken down as follows:

Services to be Provided	FY 2006-7	FY 2007-8	FY 2008-9
A. Training	\$60,000	\$45,000	\$30,000
B. Technical Services	\$100,000	\$100,000	\$100,000
C. Administrative Costs	\$54,056	\$54,056*	\$54,056*

- A. The Training services are as outlined in Exhibit "A." They are to be billed in the manner described in Section 8 of this Agreement with the total cost not to exceed the amounts above without MERA's prior written approval.
- B. The Technical Services amount is to cover the cost of consultants hired to advise on specialized technical matters or to conduct studies for which County staff is not available. They are to be billed in the manner described in Section 8 of this Agreement with the total cost not to exceed the amounts above without MERA's prior written approval. A written report must be provided to MERA explaining the cost and purpose of each proposed study.

Should any consultants be required after \$100,000 has been spent in any fiscal year, the County will request that MERA make supplemental appropriations, with MERA having the sole discretion to decide whether to purchase such additional service or not as the Board of Directors deems appropriate. The County will not be obliged to deliver the Technical Services for which approval was requested if MERA withholds its approval.

- C. The Administrative Costs are calculated as follows:

i.	County Public Works Director (Est. 2 hrs wk)	\$15,469
ii.	Deputy Public Works Director (Est. 4 hrs wk)	\$20,557
iii.	Communication Maintenance (Est. 4 hrs wk)	\$13,463
iv.	Senior Accounting Assistant (Est. 2 hrs wk)	\$ 4,567

*Administrative Costs shall be adjusted for these fiscal years, changing to match the All Urban Consumers Index for the San Francisco Bay Area for the immediately prior April-April time frame.